

RESOLUTION NO. 2012-129

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN ADOPTING RULES, REGULATIONS,
BENEFITS AND POLICIES RELATING TO EMPLOYEE RELATIONS BETWEEN
THE CONFIDENTIAL EMPLOYEES AND THE CITY AND
REPEALING RESOLUTION NO. 2011-111

The City Council of the City of Rocklin does resolve as follows:

Section 1. Resolution No. 2011-111 is hereby repealed.

Section 2. The following rules, regulations, benefits, and policies attached hereto as Exhibit A and by this reference incorporated herein shall govern the terms and conditions of employment for the Confidential Employees of the City of Rocklin and are hereby approved.

PASSED AND ADOPTED this 26th day of June, 2012, by the following vote:

AYES: Councilmembers: Magnuson, Ruslin, Hill, Yuill, Storey

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



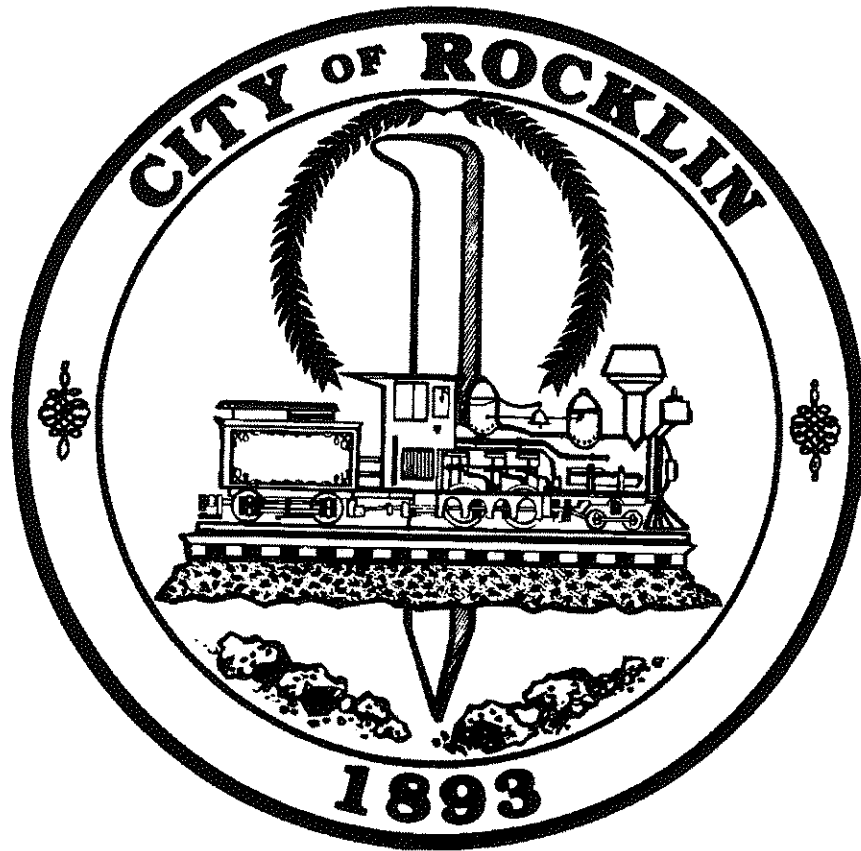
Brett Storey, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

EXHIBIT A



CITY OF ROCKLIN

AND

ROCKLIN CONFIDENTIAL EMPLOYEES

July 1, 2012 – June 30, 2015

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CITY OF ROCKLIN AND ROCKLIN CONFIDENTIAL EMPLOYEES
RULES, REGULATIONS, BENEFITS, AND POLICIES
JULY 1, 2012 – JUNE 30, 2015

The City Council of the City of Rocklin hereby adopts the following rules, regulations, benefits, and policies; hereafter ("Document"):

SECTION I – GENERAL

ARTICLE 1. INTENT

This Document shall be the policy of administering the employee relations between the City of Rocklin, hereafter the "City" and the Confidential Employees of the City, hereafter the "Employees," as those positions are identified in Exhibit A. All previous resolutions of the City Council in regard to salaries and benefits for Employees are hereby expressly superseded.

Employees of this unit are covered by the provisions in the current Public Service Employees MOU with respect to merit increases, reclassifications, and promotions.

ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS

This Document shall become effective as of July 1, 2012 and shall remain in effect through June 30, 2015 and for each fiscal year thereafter; until or unless said resolution shall be repealed or modified by the City Council.

ARTICLE 3. EMPLOYEE RIGHTS

The provisions of this Document shall be applied equally to all Employees without favor or discrimination because of race, color, creed, age, sex, sexual orientation, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability.

ARTICLE 4. SEPARABILITY

If any provision of this Document or if the application of such provision to any person or circumstances shall be held invalid, the remainder of this Document or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION II – COMPENSATION

ARTICLE 5. COMPENSATION

Salaries for the Employees covered by this Document shall be according to the form attached hereto as Exhibit A and by this reference incorporated herein.

During the term of this Document, salaries for all classifications will be adjusted as follows:

Effective 7/1/12 1.5% Salary adjustment

Merit increases will be implemented on the Employee's salary anniversary date.

ARTICLE 6. OVERTIME/COMPENSATORY TIME OFF

For the purposes of this Document, the following words and phrases have the following meaning:

A. Overtime is defined as any time worked or compensated in excess of forty (40) hours in any workweek.

B. Workweek is defined as either the period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule) or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).

C. Work shift is defined as day shift (6 a.m. – 6 p.m. daily) or night shift (6 p.m. to 6 a.m. daily).

D. Work schedule is defined as the hours and days of work assigned to an Employee.

E. Paid hours are defined as regular, sick, vacation, CTO, and holiday hours.

F. "Qualified career employees" are defined as those Employees working a regular full time position, either permanent or probationary, who are qualified to perform the overtime assignment

G. "Qualified non-career employees" are defined as those Employees who are appointed to positions not classified as regular full time positions, who are qualified to perform overtime assignments.

Overtime Payment

A. Overtime will be paid for all Employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA). If the City determines that an Employee is FLSA exempt, the City will notify the Employee in writing.

B. Non-exempt Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at time and one-half of their regular rate of pay as defined by the FLSA. In calculating the base rate for overtime compensation, neither standby nor call back stipends shall be included.

C. Non-exempt Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their base hourly rate for all hours worked in excess of twelve (12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an Employee is compensated for more than 40 hours in that week. All "double time" overtime shall be paid in the current payroll.

D. When the City approves an Employee's attendance at an off-site training workshop, the Employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The Employee will be in paid status for the travel time to and from the workshop that exceeds the Employee's regular commute time. The double time payment after 12 continuous hours worked (Section C above) does not apply to off-site training event.

E. Unscheduled overtime may be required of any Employee at any time to respond to an unforeseeable emergency or situation where proper staffing is critical in the sole opinion of the City.

Compensatory Time-Off (CTO)

A. Non-exempt Employees may choose to accrue CTO hours in lieu of receiving pay for overtime hours worked.

B. In no event shall an Employee accrue CTO hours in excess of fifty-six (56) actual hours. These hours shall be recorded at the time and one-half rate; i.e., up to a maximum of eighty-four (84) hours CTO may be earned. When the Employee is carrying the maximum CTO hours, all overtime must be paid at time and one-half in the pay period worked. Whenever an Employee accumulates hours in excess of the limit, the

excess hours shall be paid in the next succeeding pay period at the Employee's regular rate of pay.

C. On the pay day following the pay period that includes January 1, the City shall pay the Employee for all CTO hours earned through the previous pay period at the then current regular rate of pay for that Employee.

D. The Department Director or his/her management designee shall have the sole discretion in approving or denying the use of accrued CTO hours.

ARTICLE 7. LONGEVITY PAY

The City will maintain the longevity pay program for Employees as follows:

A. When an Employee has completed seven (7) years of service in the City, he/she shall receive a longevity differential of 2.5% of base pay.

B. When an Employee has completed ten (10) years of service in the City, he/she shall receive a longevity differential of 5.0% of base pay.

C. When an Employee has completed fifteen (15) years of service in the City, he/she shall receive a longevity differential of 7.5% of base pay.

D. Time worked in temporary status prior to appointment to a regular position, or time worked under job training agencies or programs such as CETA, SYETA, GAIN, or similar funding will not be credited toward eligibility for longevity differential.

E. Employees hired on or after July 1, 2012 shall not be eligible for Longevity Pay.

ARTICLE 8. EDUCATION INCENTIVE PAY

Employees shall be eligible for education incentive pay as follows:

A.	Associate's Degree	\$ 75.00 per month
	Bachelor's Degree	\$125.00 per month
	Master's Degree	\$150.00 per month

This incentive is non-cumulative and is paid at the highest rate for which an Employee is qualified.

B. Education Incentive Pay shall not be applicable to Employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in the class.

Effective Dates

A. Payment of education incentive will begin effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Division receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentive will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Division.

1. For college degrees, a copy of the transcripts or diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the Employee must submit a memo to the Human Resources Division notifying the City of his/her intention to apply for education incentive within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given, education incentive pay shall be retroactive to the date of the accomplishment.

2. It is the responsibility of each Employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

B. Employees hired on or after July 1, 2012, shall not be eligible for Education Incentive Pay.

SECTION III – BENEFITS AND REIMBURSEMENTS

ARTICLE 9. HEALTH, DENTAL, VISION, LONG-TERM DISABILITY, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

A. Policy

1. The City will provide insurance benefits covering health, dental, vision, long-term disability, and life and accidental death and dismemberment for those employees and dependents who are qualified in accordance with plan specifications.

2. Selection of Carriers

The Employee shall choose their health insurance plan from those plans made available in this geographic area through the Health Benefits Division of the Public Employees Retirement System (CalPERS). The dental, vision, long-term disability, and life and AD&D insurance plans shall be selected by the City. The City reserves the right

to change carriers at any time, provided that the plan benefits to Employees are substantially the same or better.

B. Benefits

1. Health Insurance

The Employee will pay any costs that exceed the City's contribution for health insurance.

The City will contribute a maximum of \$1,093.00 per month towards the cost of health insurance.

If another unit in the City negotiates a higher contribution towards health insurance during the term of this Document, the Confidential Unit will receive the same higher contribution.

2. Dental, Vision, Long Term Disability, Life and Accidental Death & Dismemberment Insurance

The City will pay the full cost of coverage for a family dental plan, a family vision plan, long term disability insurance, and \$100,000 life and accidental death and dismemberment insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For Employees hired on or after July 1, 2012, the City will pay the full cost of coverage for a family dental plan, a family vision plan, long term disability insurance, and \$50,000 life and accidental death and dismemberment. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

C. Health Coverage Reduction Incentive

1. Each Employee is eligible for full family coverage for health insurance. Should an Employee require less than full family coverage, he/she is eligible to participate in the cost savings with the City.

2. Employees who participate in the program must continue to maintain their coverage in the City's dental, vision, life and AD&D, and long term disability plans. Participation in these plans is required for all Employees ("Required Coverage – Employee Only").

3. Employees who choose to decline the City's health coverage must provide certification of other coverage. This certification must be filed with the Human Resources office.

4. Participants in the program will receive their share of the cost savings as taxable income.

5. Participants in the program will receive benefits as follows:

Family Coverage for dental & vision – no health	\$225/month
Required Coverage – Employee only	\$250/month
Full coverage for employee and 1 named dependent	\$75/month
Full coverage – employee only	\$175/month

6. In no event shall the Health Coverage Reduction Incentive, in combination with the current coverage expenditure for the individual employee, exceed the current health expenditure cap set forth in Section B.1 of this Article.

ARTICLE 10. STATE DISABILITY INSURANCE

All Employees shall be eligible for SDI benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 11. FLEXIBLE SPENDING PLAN

The City will make available to Employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible Employees to set aside up to four thousand dollars (\$4,000.00) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the Employees to set aside pre-tax income to pay for the costs of child care and adult dependent care. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

The City reserves the right to change carriers at any time, provided that plan benefits to employees are substantially the same or better.

ARTICLE 12. RETIREMENT BENEFITS

A. The City will continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 55 plan with the following plan options:

- 1959 Survivors' Benefit, Fourth Option, Section 21574
- Credit for Unused Sick Leave, Section 20965
- One-Year Final Compensation, Section 20042

B. The City shall contribute five and one half percent (5.5%) of salary towards the Employee's normal CalPERS member contribution. The Employee shall contribute one and one half percent (1.5%) of his/her salary towards the individual Employee's retirement contribution.

C. For Employees hired on or after July 1, 2012, the City will contract with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 60 plan with the following options:

- 1959 Survivors' Benefit, Fourth Option, Section 21574
- Credit for Unused Sick Leave, Section 20965
- Average of Three Highest Years of Service Compensation, Section 20037

D. Employees hired on or after July 1, 2012 will contribute the entire Employee's normal CalPERS member contribution of 7% for Miscellaneous members.

ARTICLE 13. DEFERRED COMPENSATION

The City will contribute up to \$200.00 per month in matching funds for all Employees who participate in a City-sponsored deferred compensation program. Less than full-time Employees will receive a proportionate benefit.

The City will contribute \$200.00 per month (no match required) to a City-sponsored deferred compensation program. Less than full-time Employees will receive a proportionate benefit. If any type of "health savings account" becomes available under our benefits program, Employees could direct these funds to that account to the extent allowed by law.

Employees hired on or after July 1, 2012 shall not be eligible for the City's matching of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

ARTICLE 14. RETIREE HEALTH BENEFITS

To be eligible to receive post-retirement health benefits, an Employee must complete at least five (5) years of CalPERS-credited service with the City. Employees who retire from the City after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

<u>Total Credited Years of Service</u>	<u>% of City Contribution</u>
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City and retire from the City to be eligible for post-retirement health benefits. However, once an Employee has completed five (5) years of service with the City, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service.

Pursuant to Resolution No. 2003-91, the vesting requirements for post-retirement health benefits became effective May 1, 2003. Employees hired on or after May 1, 2003 shall be subject to the above post-retirement vesting schedule for health benefits. Employees hired prior to May 1, 2003 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to May 1, 2003, i.e., an employee that retires from the City of Rocklin and is eligible for PERS service retirement shall receive 100% of the City's contribution towards their post-retirement health benefits as described in Article 9 – Health, Dental, Vision, LTD, Life and AD&D Insurance.

The employer contribution shall be equal to 100% on behalf of any retiree who retires for disability or who retires from service with the City with 20 or more years of service credit entirely with the City, regardless of the number of days after separation from employment, as provided by Government Code Section 22893(b) or any other Government Code Section which supersedes Government Code Section 22893(b).

ARTICLE 15. TUITION REIMBURSEMENT

A. Eligibility and Approval

Employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in an accredited college, school or university, or for completing pre-approved adult education classes through an accredited high school. Adult education classes will be eligible for reimbursement only if directly related to the Employee's job. Pre-approved job-related extension courses or certificate programs offered through accredited colleges and universities are also eligible for reimbursement. To be eligible for reimbursement, the Employee must submit, to the Department Director and to the Human Resources Division for approval, an education plan and goal. The plan shall include at least the following:

1. A statement of the Employee's career and training objectives for the next two year period
2. A narrative description of the types of training and instruction the Employee desires to receive
3. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the Employee's work assignment, and
4. A statement demonstrating how such proposed training will increase the Employee's proficiency

When department operations allow, the Department Director may approve flexible hours to accommodate class schedules.

B. Reimbursement

Upon completion of the course work, the Employee must submit the following items to receive reimbursement:

1. Copy of grade report evidencing completion of the course work with a grade C or better
2. Itemized receipts showing items claimed for reimbursement
3. Items qualifying for reimbursement include:
 - a. Tuition (in-state only)
 - b. Required textbooks
 - c. Required supplies
 - d. Parking permits
 - e. Other required fees

4. Items NOT qualifying for reimbursement include:
 - a. Medical service fee
 - b. Mileage
 - c. Items not required by the instructor
5. The maximum amount eligible for reimbursement will be \$750.00 per calendar year. With the approval of the Department Director and the Human Resources Division, an Employee may apply the annual tuition reimbursement allowance to Certificate or Extension programs such as those offered by UC Davis which meet the goals of the Employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

SECTION IV – LEAVES

ARTICLE 16. VACATION

A. An Employee is not eligible to use vacation leave until he/she has completed six (6) months of service. Employees on a less than full time work schedule will accrue vacation on a prorated basis. Full time Employees will accrue vacation as follows:

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	12 (1 day per month)	200 hours
2	13 (1.083 days per month)	200 hours
3	14 (1.1667 days per month)	200 hours
4	15 (1.25 days per month)	200 hours
5	17 (1.41667 days per month)	200 hours
10	20 (1.667 days per month)	220 hours
15	22 (1.833 days per month)	240 hours
20	24 (2 days per month)	280 hours

B. Excess hours accrued but not used by January 1 will be paid out to the Employee at the Employee's base hourly rate in the pay period following the pay period which includes January 1. "Base Rate" is defined as the Employee's hourly rate, with no additional incentives. The City reserves the right to require the Employee to take time off to reduce the accrued leave to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the Employee must be allowed thirty (30) days to make arrangements.

C. Vacation leave must be scheduled and approved in advance in accordance with the timelines established for each department or division. After the first year of service, each Employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year.

ARTICLE 17. HOLIDAYS

During the term of this Document, the City will recognize the holidays as hereby specified.

New Year's Day	January 1
Martin Luther King Day	Designated Monday
President's Day	Designated Monday
Memorial Day	Designated Monday
Independence Day	July 4
Labor Day	Designated Monday
Veteran's Day	November 11
Thanksgiving	Designated Thursday
Thanksgiving Friday	Designated Friday
Christmas Day	December 25
Floating Holiday	Two days each calendar year

Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday.

Floating Holidays

Floating Holidays must be scheduled by the Employee and approved by the supervisor at least forty-eight (48) hours in advance. Floating holidays must be taken in full day increments. Any floating holiday not used by the end of a calendar year will be rolled over to the next year. However, as of January 1 of each year, only two floating holidays will be available for that calendar year. Employees may not elect pay in lieu of taking a floating holiday. To be eligible to take a floating holiday, an Employee must have been employed in a regular full-time position for the six months immediately preceding the requested holiday and currently be in paid status. An Employee may use a floating holiday as the Employee's last day of employment. Compensation for any floating holiday earned but not used at the time of termination shall be included in the Employee's final paycheck.

ARTICLE 18. SICK LEAVE

Full time Employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0461538461 multiplied by the actual number of hours in paid status with the exception of overtime. Upon termination of employment in good standing, the accumulated sick leave shall be sold back as follows:

<u>Total Accumulated Sick Leave</u>	<u>Buyout Rate</u>
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70 days or more	50%

The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

For Employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of 29 days.

Upon retirement, an Employee may choose to 1) convert his/her total sick leave to service credit; or 2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to service credit under Section 20965, "Credit for Unused Sick Leave," of the City's contract with the State of California Public Employees Retirement System (CalPERS).

Sick leave may be used in the event of one of the following circumstances:

1. Actual illness or injury of the Employee;
2. The Employee's exposure to a contagious disease;
3. Medical or dental appointments of Employee and Employee's immediate family members when such appointments cannot be arranged during off-duty hours and when the Employee's presence is required;
4. Where the Employee's medical attention to an immediate family member is required. Immediate family is defined as the Employee's mother, father, spouse, domestic partner, child, or any person living in the Employee's immediate household.
5. An Employee may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

Coordination of Sick Leave and Disability Benefits: Sick leave benefits and benefits received by an Employee under the Workers Compensation Law for a work

related injury or under the State Disability Insurance Law for a non-work related injury shall be integrated as follows:

A. An Employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

1. If he/she has accumulated sick leave, be treated as on sick leave; and
2. Receive full salary, which shall be a combination of compensation from the City and SDI.
3. When all available leave hours, beginning with sick leave hours, are exhausted he/she shall only receive SDI to the extent permitted by law.
4. During such period, sick leave shall be deducted from the Employee's accumulated sick leave in the same ratio as the City portion of compensation bears to total compensation.

B. A non-safety Employee injured on duty who is receiving Workers Compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in paragraph A. above.

C. An Employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under CalPERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

Coordination of Accrued Vacation & Compensatory Time Off (CTO) and Floating Holidays With Disability & Workers Compensation Benefits:

A. An Employee who is on leave due to either a work-related or non work-related injury or illness and whose sick leave is exhausted will continue to receive full salary, which shall be a combination of accrued vacation and/or Compensatory Time Off and/or Floating Holidays and State Disability or Workers Compensation benefits.

B. When accrued leaves are exhausted, an Employee shall be placed on leave without pay.

ARTICLE 19. BEREAVEMENT LEAVE

Each Employee will be eligible for up to three (3) working days of bereavement leave for purposes of bereavement following the death of a relative or domestic partner. If an Employee requests additional time off for bereavement, an additional two (2) days may be charged to accrued sick leave. The five-day limit will apply to all deaths that occur simultaneously.

Relatives Covered:

Spouse (including common law)	Son
Domestic Partner	Daughter
Father	Sister
Mother	Brother
Father-in-law	Grandchildren
Mother-in-law	Grandmother
Grandfather	

The following step/foster relationships are covered:

Mother	Daughter
Father	Sister
Son	Brother
Grandfather	Grandmother

Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the Employee at the time of death.

The Employee shall notify his/her supervisor as soon as possible (but no later than the beginning of the next workday) of the occurrence requiring bereavement leave and shall provide documentation, if requested, to support the request. Such leave must commence not later than 24 hours following the notification to the City and must be taken consecutively with the exception of out of state services as covered below.

When the funeral/memorial services for a deceased relative are not scheduled immediately after the death, an Employee is eligible to use up to eight (8) hours of the bereavement leave, as provided above to attend funeral/memorial services for the relatives listed above of up to 24 hours for funeral/memorial services held out of state. Proof of date and location of services must be provided by the Employee to the Employee's supervisor. To be eligible, the funeral/memorial services must be held within forty-five (45) days following the death(s).

ARTICLE 20. FAMILY CARE AND MEDICAL LEAVE

An Employee shall be eligible to take leave for up to twelve (12) weeks each twelve month period for personal or family illness, or following the birth or adoption of his/her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An Employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under the Personnel Rules of the City of Rocklin.

The City reserves the right to transfer an Employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the Employee is transferred must be comparable to the Employee's regular position and the Employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing all of the essential functions of the job.

The City may require the Employee to utilize all accrued sick leave, vacation, CTO, and floating holidays to cover the period which otherwise would be unpaid. If the Employee chooses, they may reserve forty (40) hours of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.

A. "Extended Period" is defined as an absence of two (2) weeks or more.

B. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an Employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the Employee and his/her dependents for a period of three (3) months after his/her return from Family Care and Medical Leave.

C. Accrued leave will be coordinated with Disability or Workers Comp benefits as appropriate.

ARTICLE 21. MATERNITY LEAVE

The City will provide up to four (4) months of unpaid leave to female Employees for pregnancy-related disability, in accordance with Govt. Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA). The Employee may use accrued vacation and sick leave to cover the period of her disability leave which would otherwise be unpaid. Any accrued vacation leave, sick leave, and compensatory time off (CTO) must be exhausted before an Employee's unpaid leave begins, except as provided below.

During the period of her disability, an Employee's paid leave will be integrated with any State Disability benefits she may receive.

An Employee may retain up to forty (40) hours of accrued vacation leave for use upon her return from maternity leave. The retained vacation leave may be used for purposes of sick leave and medical appointments for the Employee and her dependents for a period of six (6) months after her return from maternity leave. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

An Employee may request to use family leave to extend her maternity leave as follows:

A. Upon recovery from her pregnancy-related disability, an Employee may request up to twelve (12) weeks bonding leave under the terms and conditions of Article 20, Family Care and Medical Leave, and the California Family Rights Act (CFRA). Bonding leave must be taken in increments of two (2) weeks or more.

B. An Employee, who has not recovered from her pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Govt. Code Section 12945 (b) (2), may request up to twelve (12) weeks of family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.

An Employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 22, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.

Except where specifically stated in this policy, Maternity leave will be governed by the terms and conditions of Article 22, Leave of Absence Without Pay.

ARTICLE 22. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted to any Employee with the approval of the City Manager for the following purposes:

A. Illness beyond that covered by sick leave and Family Care and Medical Leave.

B. Other personal reasons which do not impair the effectiveness of the City.

1. To be eligible for a leave of absence for personal reasons, an Employee must be in good standing, and have received no disciplinary actions in the 12 months prior to the request.

2. Terms and conditions of the leave shall be specified in writing.

Duration: Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the Employee, the City Manager may extend a leave of absence for the purposes specified in A and B above by an additional ninety (90) days, if conditions warrant such an extension.

Revocation of Leave of Absence: A leave of absence may be revoked by the City Manager upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

Reinstatement Upon Termination of Leave of Absence: Upon the expiration of the leave of absence, the Employee shall be reinstated to his/her former position, if available, or an equivalent position.

Non-Qualifying Service: Leave of absence shall not be counted as qualifying service for the purposes of accruing vacation, sick leave, and merit salary adjustments. An Employee on unpaid leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, LTD and life insurance policies by remitting full monthly premium payments to the City or the individual carriers if so directed by the City. The City will pay no portion of such premium while the Employee is on unpaid leave.

Vacation/CTO/Floating Holidays: All accrued vacation and Compensatory Time Off (CTO) and Floating Holidays must be used prior to the effective date of any leave of absence without pay.

ARTICLE 23. MANDATORY TIME OFF (MTO)

The Mandatory Time Off (MTO) program shall require Employees to take ten (10) days off from work without pay each fiscal year for the term of this Document. This furlough program is the approximate equivalent of a 3.5% pay reduction in base salary. The MTO dates with the corresponding pay periods are as follows. It is understood that specific departments may need to establish alternate MTO dates within the corresponding pay periods to address operational needs.

<u>FISCAL 2012 / 2013</u>		<u>FISCAL 2013 / 2014</u>		<u>FISCAL 2014 / 2015</u>	
<u>2012</u>		<u>2013</u>		<u>2014</u>	
MTO	Pay Period	MTO	Pay Period	MTO	Pay Period
July 06	6/30 - 7/ 13	July 05	6/29 - 7/ 12	July 03	6/28 - 7/ 11
Aug 3	7/28 – 8/10	Aug 2	7/27 – 8/9	Aug 1	7/26 – 8/8
Aug 31	8/25 – 9/7	Aug 30	8/24 – 9/6	Aug 29	8/23 – 9/5
Oct 12	10/6 - 10/19	Oct 11	10/5 - 10/18	Oct 10	10/4 - 10/17
<u>2013</u>		<u>2014</u>		<u>2015</u>	
Jan 18	1/12 – 1/25	Jan 17	1/11 – 1/24	Jan 16	1/10 – 1/23
Feb 15	2/9 – 2/22	Feb 14	2/8 – 2/21	Feb 13	2/7 – 2/20
Mar 15	3/9 – 3/22	Mar 14	3/8 – 3/21	Mar 13	3/7 – 3/20
Apr 19	4/6 – 4/19	Apr 18	4/5 – 4/18	Apr 17	4/4 – 4/17
May 24	5/18 – 5/31	May 23	5/17 – 5/30	May 22	5/16 – 5/29
Jun 21	6/15 – 6/28	Jun 13	5/31 – 6/13	Jun 12	5/30 – 6/12

The City shall notice Employees of the MTO dates for each year at the same time that notice of pay periods and dates of observed holidays for that year are provided.

The City reserves the right to rescind or modify the program at any time in the future. Participation in the program is subject to the following rules and guidelines:

- A. The MTO program is mandatory and the dates selected for MTO are not negotiable.
- B. MTO will not affect time toward step advancements, completion of probation, seniority, or receipt of holiday pay.
- C. MTO will count as paid time in determining sick leave and vacation accruals.
- D. Paid leave time cannot be used in lieu of MTO.
- E. Employees eligible for shift differential will receive shift differential based upon hours actually worked. Longevity pay will continue to be calculated on base salary in accordance with the Document.
- F. MTO will not affect health and welfare insurance plan contribution amounts, if any (medical, dental, vision and life).
- G. Non-exempt employees, if required to work in excess of 32 hours in a week with MTO, will be paid overtime in accord with current terms and conditions.

Exempt employees, if required to work in excess of 32 hours in a week with MTO, will earn compensatory time off for such hours worked on an hour per hour basis.

H. Overtime entitlements within a work period will be based upon hours in paid status. Hours in MTO status will be considered as hours in paid status for the purpose of overtime entitlements in accordance with the Document.

I. Employees will earn CalPERS service credits as described in the CalPERS law. Under CalPERS law, a full year of service credit is earned if an employee has a minimum of 1,720 paid hours (excluding overtime) in a fiscal year.

SECTION V – TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 24. HOLIDAY FURLOUGH

The City may schedule a voluntary work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

A. By April 1 of each year Employees will be notified if and when the furlough is scheduled.

B. By October 1 of each year that a furlough is scheduled, holiday furlough forms shall be distributed to Employees for responses as to whether or not they plan to participate in the furlough.

C. By November 1 of each year that a furlough is scheduled, supervisors will notify those Employees who will be required to work during the furlough.

EXHIBIT A
CITY OF ROCKLIN
2012/2015 CONFIDENTIAL SALARY SCHEDULE
(Annual Salary)
July 1, 2012

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Administrative Assistant to the Police Chief	15	42764	44895	47149	49500	51972	54579
Human Resources Technician I Secretary to City Manager	17	44912	47157	49509	51995	54591	57319
Assistant City Clerk Human Resource Technician II	20	48366	50786	53326	55988	58785	61728